

ORIGINAL

## NOTE

December 19, 2007  
[Date]

CHICAGO  
[City]

Illinois  
[State]

1645 S CHRISTIANA AVE, CHICAGO, IL 60623  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 289,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay Principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at INDYMAC BANK, F.S.B., P.O. BOX 78826, PHOENIX, AZ 85062-8826

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 1,874.45

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Loan No: [REDACTED]

MIN: [REDACTED]

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

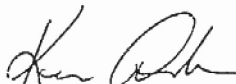
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same  
Loan No: [REDACTED]

date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
KEVIN ANDERSON

(Seal)  
-Borrower

  
MARLA J SMITH ANDERSON

(Seal)  
-Borrower

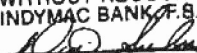
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE  
INDYMAC BANK, F.S.B.

  
DIANE SCELSA  
VICE PRESIDENT

Loan No: [REDACTED]

Multistate Fixed Rate Note—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
—THE COMPLIANCE SOURCE, INC.—  
www.compliance-source.com

Page 3 of 3

Form 3200 01/01

12501 M17 01/00  
©2003, The Compliance Source, Inc.

**box 178**

NAME: ANDERSON, KEVIN AND MARLA  
[REDACTED]

ASSIGNMENT OF  
MORTGAGE

Doc#: 1112429062 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/04/2011 04:18 PM Pg: 1 of 2

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned, Mortgage Electronic Registration Systems, Inc., AS NOMINEE FOR INDYMAC BANK, FSB, its successors and/or assigns (hereinafter M.E.R.S., INC.), did hereby assign, transfer, convey without warranties and without recourse; set over and deliver to ONEWEST BANK, FSB (hereinafter called the Assignee), its successors and assigns, prior to 04/22/11, the following described mortgage:

Date: December 19, 2007 Amount of Debt: \$ 289,000.00  
Mortgagor: KEVIN ANDERSON; MARLA ANDERSON A/K/A MARLA J. SMITH-ANDERSON  
Mortgagee: M.E.R.S., INC. AS NOMINEE FOR INDYMAC BANK, FSB, its successors and/or assigns  
Recorded on December 31, 2007 As Document 0736505201 In the Office of the Recorder/Registrar of COOK County, Illinois, and described as follows:

LOT 35 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT CORT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE) IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Number [REDACTED]

Commonly known as: 1645 SOUTH CHRISTIANA AVENUE, CHICAGO, IL 60623

Together with all rights and interest in the same and the premises therein described.

To have and to Hold the same unto the Assignee, its successors and assigns forever.

This assignment is made without recourse and without representation or warranty by Assignor, express or implied.

EXHIBIT **E**

INDY

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. ("M.E.R.S., INC.")

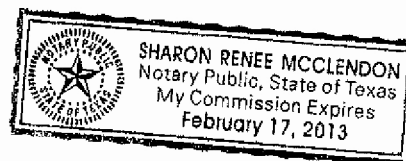
By: JC San Pedro  
JC San Pedro Assistant Secretary

By: David Rodriguez  
David Rodriguez Assistant Secretary

State of Texas )  
ss. )  
County of Travis )

The Undersigned, a Notary Public in and for above-said County and State, does hereby acknowledge that JC San Pedro and David Rodriguez, Authorized Signatories for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

Subscribed and Sworn before me  
this APR 29 2011 day of 2011.



[Signature]  
Notary Public

Prepared by & RETURN TO:

Pierce & Associates, P.C.  
1 N. Dearborn  
Suite 1300  
Chicago, IL 60602  
PB# [REDACTED]

NAME: ANDERSON, KEVIN AND SMITH ANDERSON,  
MARLA J

### ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned ONEWEST BANK, FSB (hereinafter called the Assignor) as authorized agent did hereby assign, transfer, convey without warranties and without recourse; set over and deliver to OCWEN LOAN SERVICING, LLC (hereinafter called the Assignee), its successors and assigns the following described mortgage:

Date: December 19, 2007

Amount of Debt: \$289,000.00

Mortgagor: KEVIN ANDERSON; MARLA J SMITH ANDERSON

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR INDYMAC BANK, FSB

Recorded on December 31, 2007

As Document 0736505201

In the Office of the Recorder/Registrar of COOK County, Illinois, and described as follows:

LOT 35 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT CORT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE) IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Number [REDACTED]

Commonly known as: 1645 SOUTH CHRISTIANA AVENUE, CHICAGO, IL 60623

Together with all rights and interest in the same and the premises therein described.

To have and to Hold the same unto the Assignee, its successors and assigns forever.

(CORPORATE SEAL) ONEWEST BANK, FSB

ATTEST:

Dwight Blake Authorized Signer

Darryl Harris Authorized Signer

Authorized Signer

Montgomery

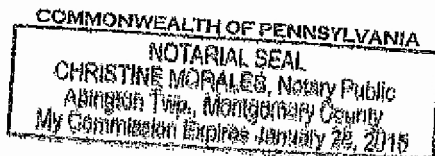
Pennsylvania

Ocwen Loan Servicing, LLC  
Attorney-in-Fact

The Undersigned, a Notary Public in and for Montgomery County, State of Pennsylvania, does hereby certify that Darryl Harris the Authorized Agent of ONEWEST BANK, FSB as authorized agent appeared before me this day and personally acknowledged that they are duly authorized to execute this Assignment of Mortgage, and that they are informed as to the contents, signed, sealed and delivered the foregoing Assignment of Mortgage as their free and voluntary act.

Subscribed and Sworn before me  
this 11 day of SEPT, 2013.

Christine Morales  
Notary Public Christine Morales



Prepared by & RETURN TO:  
Pierce & Associates, P.C.  
1 N. Dearborn  
Suite 1300  
Chicago, IL 60602  
PB# [REDACTED]

Tax ID# [REDACTED]

When Recorded Return To:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

Doc#. 1523356165 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/21/2015 09:39 AM Pg: 1 of 2

This instrument was prepared by:  
Kalpana K  
1260 Energy Lane  
ST Paul, MN 55108

## Assignment of Mortgage

Dated: August 19, 2015

For value received Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 the undersigned hereby grants, assigns and transfers to Federal National Mortgage Association, its successors or assigns 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 all beneficial interest under a certain Mortgage dated December 19, 2007 executed by KEVIN ANDERSON AND MARIA J SMITH ANDERSON HUSBAND AND WIFE AS JOINT TENANTS and recorded in Book XX on Page(s) XX as Document Number 0736505201 on December 31, 2007 of the official records of the County Recorder of Cook County, Illinois.

PIN: [REDACTED]

**\*\*See Attached Exhibit A for Legal Description**

PROPERTY ADDRESS: 1645 S Christiana Avenue, Chicago, IL 60623

Contact Federal National Mortgage Association for this instrument c/o Seterus, Inc., 14523 SW Millikan Way, #200, Beaverton, OR 97005, telephone #1-866-570-5277, which is responsible for receiving payments

Ocwen Loan Servicing, LLC

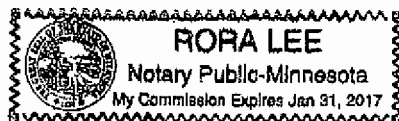
By:

  
Donna Sue Kurzhal,  
Assistant Secretary

STATE OF Minnesota

COUNTY Ramsey ) SS

On August 19, 2015 before me, Rora Lee, Notary Public in and for said State personally appeared Donna Sue Kurzhal, Assistant Secretary of Ocwen Loan Servicing, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



  
Rora Lee, Notary Public  
My Commission expires: January 31, 2017

## **Exhibit A Legal Description**

**LOT 35 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE) IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

FILED DATE: 11/8/2018 3:30 PM 2018CH13968



**When Recorded Return To:**

**Fannie Mae  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683**

Doc# 1904255003 Fee: \$50.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/11/2019 09:00 AM Pg: 1 of 1

FNMA Loan No [REDACTED]  
GS Loan ID [REDACTED]  
GS Exception SAK [REDACTED]

**ASSIGNMENT OF MORTGAGE**

**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 5600 GRANITE PKWY., BUILDING VII, PLANO, TX 75024, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **MTGLQ INVESTORS, L.P., WHOSE ADDRESS IS 2001 ROSS AVENUE, DALLAS, TX 75201 (212)902-1000, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**.

Said Mortgage is dated 12/19/2007, and made by **KEVIN ANDERSON AND MARLA J SMITH ANDERSON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS** and recorded 12/31/2007 in the records of the Recorder or Registrar of Titles of **COOK** County, **Illinois**, in **Document # 0736505201**.

Upon the property situated in said State and County as more fully described in said Mortgage or herein to wit:

**LOT 35 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE) IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: [REDACTED] CKA: 1645 SOUTH CHRISTIANA, CHICAGO, IL, 60623**

Tax Code/PIN: [REDACTED]

Property is commonly known as: 1645 S CHRISTIANA AVE, CHICAGO, IL 60623.

**Dated this 07th day of February in the year 2019**

**FEDERAL NATIONAL MORTGAGE ASSOCIATION, by NATIONWIDE TITLE CLEARING, INC., its Attorney-in-Fact**



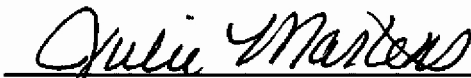
**ERCILIA GREEN**

**VICE PRESIDENT**

All persons whose signatures appear above are employed by NTC, have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

**STATE OF FLORIDA COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me on this 07th day of February in the year 2019, by Ercilia Green as VICE PRESIDENT of NATIONWIDE TITLE CLEARING, INC. as Attorney-in-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



**JULIE MARTENS**

**COMM EXPIRES: 5/22/2022**



**JULIE MARTENS**  
Notary Public - State of Florida  
Commission # GG 221059  
My Comm. Expires May 22, 2022  
Bonded through National Notary Assn.

**Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**  
FNMA1 [REDACTED] 2018-NPL3-GS-SALE DOCR T051902-06:14:20 [C-1] EFRMIL1 [REDACTED]